

Exhibit B

[FIFA and Mechanic's Lien Settlements]

Aaronson, Anne M. (PHL)

From: Commercial Plumbing Inc <commplumbing@bellsouth.net>
Sent: Monday, November 03, 2014 8:34 AM
To: Aaronson, Anne M. (PHL)
Subject: RE: Morris Brown College

Good morning!

Commercial Plumbing Inc. will accept the \$3,500.00 settlement without conditions.

Good luck on your plan.

Sincerely

Jack Avery, President

Commercial Plumbing, Inc.
100 Creekside Ind. Ct, St C
Lawrenceville GA 30043
770-339-3572
770-339-9798 fax

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	:	
	:	Chapter 11
Morris Brown College,	:	
	:	Case No. 12-71188-BEM
Debtor.	:	

STIPULATION RESOLVING CLAIM OF
COMMERCIAL PLUMBING, Inc.

Commercial Plumbing ("Claimant") and Morris Brown College, as debtor and debtor-in-possession (the "Debtor"), hereby stipulate and agree as follows:

1. On August 25, 2012 (the "Petition Date"), the Debtor filed for Chapter 11 relief, initiating the above-captioned bankruptcy case.
2. Prior to the Petition Date, Claimant obtained a judgment in the amount of \$7,705.96 against the Debtor that is secured by a Fieri Facias Lien and/or Mechanic's Lien against one or more parcels of the Debtor's real property for work performed and goods provided for the benefit of the Debtor.
3. The Debtor and Claimant wish to avoid litigating the extent to which Claimant's interest may or may not be secured and perfected.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Debtor and Claimant hereby stipulate and agree as follows:

A. Claimant's interests as set forth in paragraph 2 above shall be satisfied on the following terms:

1. A payment in the amount of \$3,500.00 on the effective date of a Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case;

2. In consideration of the payment referenced in the foregoing paragraph, Claimant shall forever release and waive any claims that it has against the Debtor and/or its property relating to any claims that accrued prior to the Petition Date.

3. In consideration of the release referenced in the foregoing paragraph, the Debtor shall forever release and waive any claims that it has against the Claimant and/or its property relating to any amounts owed to the Debtor prior to the Petition Date.

B. The terms and conditions of the agreement set forth in this Stipulation shall be incorporated into any Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case, which is subject to final bankruptcy court approval.

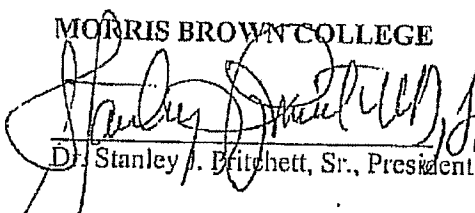
C. Upon receipt of the payment from the Debtor, as set forth herein, Claimant shall take any steps necessary to have any lien it holds against the Debtor and/or its property marked satisfied as of record.

Dated: ~~June~~ ^{July 22} 2013


*Note: If Payment in Full is not
received by NOV 15th 2013
This agreement is void.*

APPROVED:

MORRIS BROWN COLLEGE


Dr. Stanley J. Bitchett, Sr., President

Commercial Plumbing Inc.


Jack F. Avery

770.339.3572

commercialplumbing@bellsouth.net

*Agreed to
settlement on
phone call.
Asked for \$4,000.00
Told him he had
to take what was
agreed.*

10888058_1

Aaronson, Anne M. (PHL)

From: Stanley Pritchett <Stanley.Pritchett@morrisbrown.edu>
Sent: Monday, October 27, 2014 10:44 AM
To: Aaronson, Anne M. (PHL)
Subject: FW: Follow up on Settlement with Morris Brown College

From: William H. Arroyo [<mailto:Will@wharroyo.com>]
Sent: Thursday, October 09, 2014 10:49 AM
To: Stanley Pritchett
Subject: RE: Follow up on Settlement with Morris Brown College

Dr. Pritchett : The Settlement of Claims, for the sum of \$10,000.00, is confirmed. Have a great weekend. Will Arroyo

William H. Arroyo
Attorney at Law
4228 First Avenue, Suite 10
Tucker, Georgia 30084
(770) 491-0175
will@wharroyo.com

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From: Stanley Pritchett [<mailto:Stanley.Pritchett@morrisbrown.edu>]
Sent: Thursday, October 09, 2014 10:32 AM
To: will@wharroyo.com
Subject: Follow up on Settlement with Morris Brown College

Attorney Arroyo,
As a follow up to our call on yesterday, please confirm by reply that the settlement offer of \$10,000 to resolve the claim of Premier Contract Carpet is acceptable. Thanks.

Stan Pritchett

Dr. Stanley J. Pritchett, Sr.
President
Morris Brown College
643 Martin L. King, Jr. Dr. N.W.
Atlanta, GA 30314
404-458-6085, ext.2001
678-410-3739, cell
Stanley.pritchett@morrisbrown.edu
www.morrisbrown.edu

Rec'd 6/27/13
HP

**WILLIAM H. ARROYO
& ASSOCIATES**

ATTORNEYS AT LAW

4228 FIRST AVENUE
SUITE 10
TUCKER, GEORGIA 30084

WILLIAM H. ARROYO

Established 1980

(770) 491-0175

FAX (770) 939-6034

will@wharroyo.com

June 26, 2013

Federal Express Tracking No. 7960 9820 8034

Dr. Stanley J. Pritchett, Sr., President
Morris Brown College
643 Martin Luther King Jr. Drive
Atlanta, Georgia 30314

Dear Dr. Pritchett:

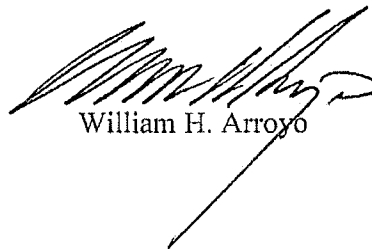
RE: STIPULATION RESOLVING CLAIM OF PREMIER CONTRACT CARPET, INC.

Confirming our agreement of June 13, 2013, enclosed is the Stipulation Resolving Claim of Premier Contract Carpet, Inc., which has been executed by my client, Premier Contract Carpet, Inc., and which has been approved by you. Please incorporate this Stipulation Resolving Claim into the Chapter 11 Plan of Reorganization to be filed in Morris Brown College's Chapter 11 Bankruptcy Case.

Also enclosed, for your signature and return to my office, is your Consent and Approval to the filing of a late Proof of Claim by my client, Premier Contract Carpet, Inc., in Morris Brown College's Chapter 11 Bankruptcy Case. My client brought this matter to my attention after the barment date for filing of Proofs of Claim, and did not have an attorney to previously represent it in this Bankruptcy Case. The Stipulation Resolving Claim will dispose of the Claim to be filed by my client.

Thank you in advance for your cooperation and understanding in bringing this matter to an amicable conclusion. Please call me if you have any questions.

Sincerely,



William H. Arroyo

WHA/jmm
Enclosures

Copy: John R. Peterson, Jr., President
Premier Contract Carpet, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	:	
	:	Chapter 11
Morris Brown College,	:	
	:	Case No. 12-71188-BEM
Debtor.	:	
	:	

STIPULATION RESOLVING CLAIM OF
PREMIER CONTRACT CARPET, INC.
Inc.

Premier Contract Carpet ("Claimant") and Morris Brown College, as debtor and debtor-in-possession (the "Debtor"), hereby stipulate and agree as follows:

1. On August 25, 2012 (the "Petition Date"), the Debtor filed for Chapter 11 relief, initiating the above-captioned bankruptcy case.
2. Prior to the Petition Date, Claimant obtained a judgment in the amount of \$51,000.00 against the Debtor that is secured by a Fieri Facias Lien and/or Mechanic's Lien against one or more parcels of the Debtor's real property for work performed and goods provided for the benefit of the Debtor.
3. The Debtor and Claimant wish to avoid litigating the extent to which Claimant's interest may or may not be secured and perfected.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Debtor and Claimant hereby stipulate and agree as follows:

A. Claimant's interests as set forth in paragraph 2 above shall be satisfied on the following terms:

- I. A payment in the amount of \$10,000.00 on the effective date of a Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case;

2. In consideration of the payment referenced in the foregoing paragraph, Claimant shall forever release and waive any claims that it has against the Debtor and/or its property relating to any claims that accrued prior to the Petition Date.

3. In consideration of the release referenced in the foregoing paragraph, the Debtor shall forever release and waive any claims that it has against the Claimant and/or its property relating to any amounts owed to the Debtor prior to the Petition Date.


B. The terms and conditions of the agreement set forth in this Stipulation shall be incorporated into any Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case, which is subject to final bankruptcy court approval.

C. Upon receipt of the payment from the Debtor, as set forth herein, Claimant shall take any steps necessary to have any lien it holds against the Debtor and/or its property marked satisfied as of record.

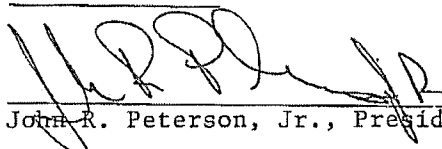
Dated: June 25, 2013

APPROVED:

MORRIS BROWN COLLEGE


Dr. Stanley J. Pritchett, Sr., President

PREMIER CONTRACT CARPET, INC.

By: 
John R. Peterson, Jr., President
(Corporate Seal)

Aaronson, Anne M. (PHL)

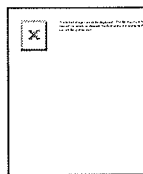
From: Stanley Pritchett <Stanley.Pritchett@morrisbrown.edu>
Sent: Tuesday, October 14, 2014 10:45 AM
To: Aaronson, Anne M. (PHL)
Subject: Fwd: Morris Brown/Commerce & Industry claim.
Attachments: image001.png; image002.jpg; image003.jpg; image004.png; image005.png; image006.png

Stanley J. Pritchett, Sr.
Sent from my iPhone

Begin forwarded message:

From: Emory Potter <Emory_Potter@gshllp.com>
Date: October 14, 2014 at 10:43:11 AM EDT
To: 'Stanley Pritchett' <Stanley.Pritchett@morrisbrown.edu>
Subject: **Morris Brown/Commerce & Industry claim.**

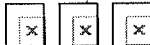
We accept the \$1,000.00 payment offer.



Emory Potter
Partner

3353 Peachtree Road N.E., Suite 920 | Atlanta, GA | 30326
T: (404) 869-1545 | F: (404) 842-1722

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Rec'd 7/16/13
JP

July 12, 2013

Dr. Stanley J Pritchett
Morris Brown College
643 Martin L. King Jr. Dr.
Atlanta, GA 30314

Our client: COMMERCE AND INDUSTRY INSURANCE COMPANY
v. MORRIS BROWN COLLEGE
Fulton Superior Court Case No. 2009CV165283
Our file number: 4760

Dear Dr. Pritchett:

Per our previous conversations, enclosed please find the Stipulation resolving claim for Commerce and Industry Insurance.

Please let me know if you need anything further in connection with this matter.

Sincerely,

James W. Hays

JWH/nh
enc.

GONZALEZ SAGGIO & HARLAN LLP
Attorneys at Law

www.gshlp.com

Atlanta
3352 Peachtree Road N.E.
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Atlanta, GA 30326
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Indianapolis, IN
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Stamford, CT
Washington, D.C.
Wayne, NJ
West Des Moines, IA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	:	
	:	Chapter 11
Morris Brown College,	:	
	:	Case No. 12-71188-BEM
Debtor.	:	
	:	

**STIPULATION RESOLVING CLAIM OF
COMMERCE AND INDUSTRY INSURANCE**

Commerce and Industry Insurance ("Claimant") and Morris Brown College, as debtor and debtor-in-possession (the "Debtor"), hereby stipulate and agree as follows:

1. On August 25, 2012 (the "Petition Date"), the Debtor filed for Chapter 11 relief, initiating the above-captioned bankruptcy case.
2. Prior to the Petition Date, Claimant obtained a judgment in the amount of \$9,570.00 against the Debtor that is secured by a Fieri Facias Lien and/or Mechanic's Lien against one or more parcels of the Debtor's real property for work performed and goods provided for the benefit of the Debtor.
3. The Debtor and Claimant wish to avoid litigating the extent to which Claimant's interest may or may not be secured and perfected.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Debtor and Claimant hereby stipulate and agree as follows:

A. Claimant's interests as set forth in paragraph 2 above shall be satisfied on the following terms:

1. A payment in the amount of \$1,000.00 on the effective date of a Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case;

2. In consideration of the payment referenced in the foregoing paragraph, Claimant shall forever release and waive any claims that it has against the Debtor and/or its property relating to any claims that accrued prior to the Petition Date.

3. In consideration of the release referenced in the foregoing paragraph, the Debtor shall forever release and waive any claims that it has against the Claimant and/or its property relating to any amounts owed to the Debtor prior to the Petition Date.

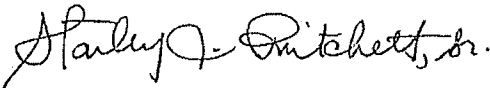
B. The terms and conditions of the agreement set forth in this Stipulation shall be incorporated into any Chapter 11 Plan of Reorganization filed in the Debtor's bankruptcy case, which is subject to final bankruptcy court approval.

C. Upon receipt of the payment from the Debtor, as set forth herein, Claimant shall take any steps necessary to have any lien it holds against the Debtor and/or its property marked satisfied as of record.

Dated: July 11, 2013

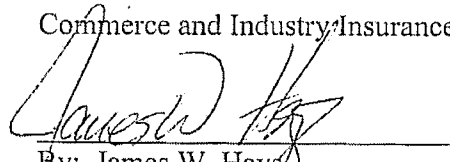
APPROVED:

MORRIS BROWN COLLEGE



Dr. Stanley J. Pritchett, Sr., President

Commerce and Industry Insurance



By: James W. Hays

Attorney for Commerce & Industry
Georgia Bar No. 340910